

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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MARITZA BERGES as Mother and Natural Guardian
For KEN WILLIAMS BERGES and MARITZA
BERGES individually,

Plaintiffs,

-against-

THE CITY OF NEW YORK, THE NEW YORK
CITY POLICE DEPARTMENT, POLICE OFFICER
ILLOWSKY BADGE # 6402 and POLICE OFFICER
GONZALEZ SHIELD # Q09613607K OF THE 110th
PRECINCT and JOHN and JANE DOE's (Police
officers of the municipal defendants whose identities
are unknown at this time),

Defendants.

**STIPULATION AND
ORDER OF
SETTLEMENT AND
DISMISSAL**

09-CV-2984 (BMC)

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WHEREAS, plaintiffs commenced this action by filing a complaint on or about
July 13, 2009, alleging that defendants violated plaintiffs' federal civil and state common law
rights; and

WHEREAS, defendants have denied any and all liability arising out of plaintiffs'
allegations; and

WHEREAS, the parties now desire to resolve the issues raised in this litigation,
without further proceedings and without admitting any fault or liability;

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the
terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraph "2" below.

2. The City of New York hereby agrees to pay plaintiffs the sum of Seventy Two Thousand Five Hundred (\$72,500.00) Dollars to be distributed as follows: Sixty Five Thousand (\$65,000.00) Dollars to plaintiff Maritza Berges and Seven Thousand Five Hundred (\$7,500.00) Dollars to plaintiff Ken Berges, in full satisfaction of all claims, including claims for costs, expenses and attorney fees. In consideration for the payment of this sum, plaintiffs agree to dismissal of all the claims against defendants and to release defendants, any present or former employees and agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action that were or could have been alleged by plaintiffs arising out of the events alleged in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Plaintiffs shall execute and deliver to defendants' attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraph 2 above and an Affidavit of No Liens.

4. Nothing contained herein shall be deemed to be an admission by defendants that they have in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

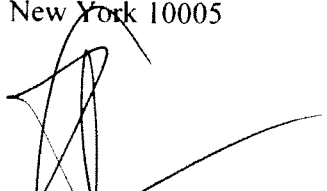
5. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof.

6. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: Brooklyn, New York

ANDREW C. LAUFER, ESQ.
Attorney for Plaintiffs
Law Office of Andrew C. Laufer, PLLC
40 Exchange Place, Suite 1205
New York, New York 10005

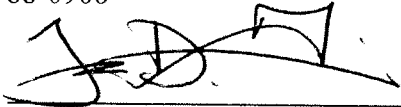
By:



ANDREW C. LAUFER
Attorney for Plaintiffs

MICHAEL A. CARDOZO, ESQ.
Corporation Counsel of the
City of New York
Attorney for Defendants
100 Church Street
New York, New York 10007
(212) 788-0906

By:



SHAWN D. FABIAN
Assistant Corporation Counsel

SO ORDERED:

U.S.D.J.